

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

RUTH SMITH, individually and on
behalf of all others similarly
situated,

Plaintiff,

Case No.

1:22-cv-00081-LMB-

vs.

WEF

SUNPATH, LTD., a Massachusetts
corporation,

Defendant.

_____ /

DEPOSITION OF
RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP
d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")
KOBI CHUKRAN

(Conducted Via Videoconference)

DATE: November 1, 2022

TIME: 11:03 a.m. to 2:06 p.m.

PURSUANT TO: Notice by counsel for Plaintiff
for purposes of discovery, use at
trial or such other purposes as
are permitted under the Federal
Rules of Civil Procedure

REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC
Notary Public, State of
Florida at Large

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1 MR. CAFFAS: Object to form as well.

2 BY MR. SMITH:

3 Q. You can answer.

4 A. Can you repeat the question please?

5 Q. Yeah. So you said you received leads
6 from various websites, from the BBB, from your
7 website.

8 How do you utilize the leads? Do you
9 use them for telemarketing? Do you -- I'm trying
10 to understand how you reach out to these people.

11 MR. TANDY: I'm going to object.

12 MR. CAFFAS: Yeah. Object to form.

13 It's become a compound question.

14 BY MR. SMITH:

15 Q. You can answer.

16 A. Yes. The leads -- yes, we call them.

17 Q. Call them?

18 A. Yes.

19 Q. All right. I want to talk about your
20 relationship with SunPath.

21 Can you tell me when you started working
22 with SunPath?

23 A. I don't remember the exact date.

24 Q. Can you give me an approximate date?

25 A. No.

1 Q. Okay. You can't guesstimate? Has it
2 been five years, ten years?

3 A. Again, I want to make sure that I'm as
4 accurate as possible. I don't remember exactly.

5 Q. So you can't tell me at all.

6 Okay. Have you worked with them within
7 the relevant time period, which, again, is January
8 26th, 2018, to the present?

9 A. Yes.

10 Q. How did you hear about them?

11 A. I don't recall.

12 Q. When did your relationship with SunPath
13 end?

14 A. I want to say approximately six months
15 ago.

16 Q. Why did it end?

17 A. Moneys owed.

18 Q. Moneys owed from American Protection to
19 SunPath or the other way around?

20 A. Yes.

21 Q. Okay. How would you describe your
22 relationship with SunPath?

23 MR. TANDY: Objection.

24 THE WITNESS: Good.

25 BY MR. SMITH:

1 Q. Throughout the time you worked with
2 SunPath, were you in regular contact with them?

3 A. No.

4 Q. Did you have an individual that you
5 could contact if you needed to discuss something?

6 A. Yes.

7 Q. Was it just one person or were there
8 multiple people?

9 A. Mostly one.

10 Q. Can you --

11 A. I apologize. There were a few different
12 persons.

13 Q. Okay. Was there one primary and then a
14 few additional?

15 A. Yes.

16 Q. Okay. Can you tell me who your primary
17 contact was?

18 A. Mr. Joe Abrahms.

19 Q. Can you spell that?

20 A. J-o-e; Abrahms, A-b-r-a-h-m-s.

21 Q. And who were the other individuals that
22 you would communicate with from SunPath?

23 A. Mr. Larry Lowe.

24 Q. Can you spell that?

25 A. L-a-r-r-y, L-o-w-e.

1 Q. Anyone else?

2 A. A few persons in the claims department.

3 Q. Okay. Do you remember their names?

4 A. No.

5 Q. Okay. Mr. Joe Abrahms, what would you
6 typically communicate with him about?

7 A. Just business matters, product
8 information, product pricing --

9 Q. Okay. Can you tell me how frequently --

10 A. -- claim information.

11 Q. Okay. Can you tell me how frequently
12 you would say you have talked with him?

13 A. Maybe once a month or so, maybe even
14 less frequently.

15 Q. Okay. And Mr. Lowe, how often would you
16 say you have spoke with him?

17 A. More regularly.

18 Q. Daily, weekly?

19 A. Weekly.

20 Q. And what would you talk to Mr. Lowe
21 about?

22 A. Clients' claims.

23 Q. Okay. Was SunPath involved in American
24 Protection's sales process?

25 MR. TANDY: Could you repeat that

1 vehicle, as well as the mileage. Based on this
2 information, we can determine what is the best
3 coverage we can offer.

4 Q. And then once you make that
5 determination, what happens next?

6 A. Then we submit the sale to the -- to be
7 underwritten by SunPath.

8 Q. And throughout that sales process, you
9 know, you get the lead, you contact the client,
10 you see what they're qualified for, you determine
11 what's best for them, and then you reach out to
12 SunPath.

13 Is that final step, reaching out to
14 SunPath, is that where contacting SunPath would
15 come in to play or would you have contacted them
16 at some point prior?

17 MR. TANDY: Objection.

18 MR. CAFFAS: Yeah. Objection to form as
19 well. It's a compound question.

20 MR. TANDY: And I must object. To the
21 extent that you're attempting to define the
22 term sales pathway, I object to that, or
23 process. I'm sorry, Mr. Smith, but I do
24 think that's really compound.

25 MR. SMITH: That's fine.

1 Q. Okay. So let's walk through this.

2 You obtain leads from various sources;
3 is that correct?

4 A. Yes.

5 Q. Okay. And then you're going to reach
6 out to those leads to potentially sell a vehicle
7 service contract, right?

8 A. Yes.

9 Q. Okay. After you contact the potential
10 client, you're going to find out what they're
11 qualified for; is that fair to say?

12 A. Well, in some cases, the customer
13 contacts us.

14 Q. Okay. Maybe they contact you; you
15 contact them. Once you're in touch with the
16 potential customer, you determine what they're
17 qualified for?

18 A. Yes.

19 Q. Okay. How do you go about doing that?

20 A. Based on the customer's vehicle
21 characteristics, the year, make, model, and
22 mileage.

23 Q. And then what do you do with that
24 information?

25 A. We enter it into our CRM that allows us

1 plan?

2 A. I'm sorry, repeat the question please.

3 Q. Once you determine which plan a customer
4 is best qualified for, then you back to the
5 customer and provide them with the plan that you
6 believe best suits their needs?

7 A. Yes.

8 Q. Okay. And then the customer can either
9 say, no, I don't want that plan, or, yes, I do?

10 A. Yes.

11 Q. Okay. What happens if the customer
12 says, All right, I want to purchase that plan?

13 MR. TANDY: Objection. I'm not sure I
14 understood your question, Taylor.

15 BY MR. SMITH:

16 Q. I'm just trying to understand how they
17 go about closing the sales process. What happens
18 after a customer says, All right, I will purchase
19 that vehicle service plan?

20 A. We receive information, and that
21 information is then submitted, in this case,
22 SunPath for fulfillment.

23 Q. And would SunPath always accept that
24 contract, or would they sometimes decline it?

25 MR. TANDY: Objection.

1 vehicle was rebuilt or rebranded.

2 Q. Any other reasons?

3 A. That's most of the -- that would be the
4 most.

5 Q. Okay. Let's say SunPath rejected one of
6 the contracts. Would American Protection go about
7 trying to fix the issue with SunPath and submit it
8 again?

9 A. No. If the vehicle does not qualify for
10 coverage, there's really nothing we can do.

11 Q. Okay. And if SunPath rejects the
12 contract, would American Protection ever say, All
13 right, well, then we have these other options with
14 one of the other companies that you work with?

15 A. No.

16 Q. Okay. You said you entered the payment
17 information and submit it to, in this case,
18 SunPath.

19 Where would you enter that payment
20 information?

21 A. Into our CRM system.

22 Q. The CRM.

23 And does SunPath have access to that CRM
24 system?

25 A. I'm not sure.

1 A. I'm not sure of the technical process in
2 place, so I would -- I don't want to provide
3 inaccurate information. I would assume that it's
4 some kind of feed that goes from the CRM to
5 SunPath's office.

6 Q. Okay.

7 A. It depends on what language or how it's
8 done. I'm not sure.

9 Q. Does SunPath have any systems that they
10 provided American Protection with access to?

11 A. No.

12 Q. Does SunPath provide any resources to
13 American Protection?

14 A. No.

15 Q. Okay. Do they provide any oversight
16 over your business?

17 A. We are appointed by SunPath in Florida
18 in terms of the agent of record.

19 Q. What does that mean?

20 A. That means that SunPath appoints us as
21 an agent of record in Florida in terms of
22 licensing or in terms of the ability to sell this
23 product.

24 Q. Okay. And when you say "appoints," is
25 this through a government database, or is this

1 would be highlighted in the Seller Agreement
2 between American Protection and SunPath.

3 BY MR. SMITH:

4 Q. Okay. Did SunPath ever provide any
5 guidance on telemarketing?

6 A. Whatever is listed within the Seller
7 Agreement with SunPath.

8 Q. Okay. Nothing else?

9 A. From time to time we would receive an
10 e-mail from Mr. Sporn with specific numbers that
11 have to be added to our internal DNC list.

12 Q. How frequently would you receive those?

13 A. I don't know if there was a particular
14 way to quantify that.

15 Q. Okay. Any other guidance?

16 A. No.

17 Q. Okay. Did SunPath ever provide any
18 training to American Protection?

19 A. No.

20 Q. Does SunPath ever have any seminars,
21 gatherings, or meetings that they would invite
22 American Protection to?

23 A. No.

24 Q. Does SunPath provide any training on the
25 Telephone Consumer Protection Act?

1 compensate American Protection for the sale of one
2 of its vehicle service contracts?

3 MR. TANDY: I'm going to object to the
4 extent of relevance, but I will leave that --
5 I don't know that it's protected by the
6 contract.

7 MR. CAFFAS: I will also object to the
8 form in that it's leading, suggesting that
9 SunPath does pay American Protection at all,
10 which I don't believe that's in the
11 testimony, so I will object, again, to
12 leading, as I believe that's your testimony,
13 Mr. Smith.

14 BY MR. SMITH:

15 Q. You can answer, Kobi.

16 A. SunPath does not compensate us for the
17 sales. We are -- we pay SunPath a cost for the
18 policy, and we then collect the payments from the
19 customer.

20 Q. Okay. So American Protection, would
21 they set the price of the vehicle service
22 contracts?

23 A. Yes.

24 Q. Okay. And, then, a portion of that is
25 the cost of the contract. Is that fair to say?

1 A. Yes.

2 Q. And that's the portion that
3 American Protection has to provide to SunPath?

4 A. Yes.

5 Q. Okay. And then whatever amount above
6 that cost portion American Protection keeps
7 themselves?

8 A. Yes.

9 Q. Got it.

10 All right. Let me put up my next
11 exhibit. Give me a second.

12 (Exhibit No. 2 was marked for
13 identification.)

14 BY MR. TANDY:

15 Q. All right. I'm showing you what has
16 been marked as Exhibit 2.

17 Do you recognize this document?

18 A. Yes.

19 Q. Can you tell me what it is?

20 A. I believe this is the Call Center
21 Marketing Agreement.

22 Q. And that agreement is between SunPath
23 and American Protection; is that correct?

24 A. Yes.

25 Q. It looks like it was entered into on

1 "maintenance" refers to. He's not clear what
2 "maintenance" refers to in this context.

3 THE WITNESS: I'm not clear as to what
4 "maintenance" refers to.

5 BY MR. SMITH:

6 Q. Okay. Once American Protection sells
7 one of SunPath's vehicle protection plans, is
8 there a continued relationship with that client
9 that American Protection has?

10 A. Yes.

11 Q. How long would that relationship be?

12 A. For the lifetime of the agreement.

13 Q. Okay. And what would
14 American Protection's responsibilities be through
15 the lifetime of that agreement?

16 A. The customer might ask us for the
17 numbers to the claims department or might call us
18 to find out if something in particular is covered
19 within the plan.

20 Q. Okay. And we previously discussed, when
21 a contract was sold, the division of moneys from
22 American Protection to SunPath, right?

23 A. Yes.

24 Q. Now, these contracts, they're on a
25 monthly basis, right? These customers pay a

1 certain amount each month?

2 A. Yes.

3 Q. Okay. Who do they pay that amount to?

4 A. To us.

5 Q. And then does a share of that each month
6 go to SunPath or does -- or how does that work?

7 A. No.

8 MR. CAFFAS: Objection. Asked and
9 answered.

10 BY MR. SMITH:

11 Q. Go ahead.

12 A. No. SunPath bills us for a policy.

13 Q. Okay. So after a policy is sold,
14 American Protection has to pay the cost of the
15 policy to SunPath; is that fair to say?

16 A. Yes.

17 Q. How soon do they have to pay that cost?

18 A. We've at various times have had to pay
19 for the cost.

20 Q. Can you give me an estimate on the
21 amount of time that you have?

22 A. Somewhere between some months and --
23 between 30 days and more.

24 Q. Okay. And then is it fair to say that
25 it's American Protection's responsibility to

1 collect each monthly payment from those clients?

2 A. Yes.

3 Q. Okay. What happens if they cancel their
4 contract or stop paying?

5 A. Then the plan --

6 MR. CAFFAS: Object to the form.

7 THE WITNESS: Then the contract is
8 cancelled.

9 BY MR. SMITH:

10 Q. Does SunPath provide a refund of the
11 cost to American Protection then?

12 A. Yes.

13 Q. Okay. I will scroll to page 2,
14 paragraph 10. Give me one second. All right. So
15 it says, "All amounts constituting product seller
16 cost and/or net price which are received by CCM
17 shall be held in trust by CCM for the company's
18 sole benefit."

19 Do you see that?

20 A. Yes.

21 Q. Is product seller costs in this context,
22 is that the cost that you were referring to that
23 gets paid to SunPath?

24 A. Yes.

25 Q. And is net price in this context, is

1 THE WITNESS: I don't recall exactly
2 back then.

3 BY MR. SMITH:

4 Q. All right. When did American Protection
5 start utilizing telemarketing to sell products?

6 MR. TANDY: Objection. Just so I'm
7 clear, Taylor, when you say the word
8 "telemarketing," for purposes of this
9 deposition, you're talking about outbound
10 calls that are not generated from the -- from
11 a prior contact?

12 MR. SMITH: No. I'm talking about any
13 outbound call.

14 MR. TANDY: Okay. But --

15 MR. SMITH: Maybe we should talk about
16 mailing.

17 THE WITNESS: Maybe that will help.

18 BY MR. SMITH:

19 Q. Based on your responses before, it's my
20 understanding that American Protection mails out
21 postcards and letters to potential clients; is
22 that true?

23 A. Yes.

24 Q. Okay. And then is the hope of that that
25 those potential clients will call

1 American Protection to inquire about products or
2 services?

3 A. Yes.

4 Q. Okay. And does -- sorry. Strike that.

5 After those consumers call in, does

6 SunPath -- sorry. Strike that.

7 After those consumers call in, does

8 American Protection sometimes place additional
9 calls to that individual to sell vehicle service
10 plans?

11 A. Yes.

12 Q. Okay. Does American Protection ever
13 just place calls to consumers that they haven't
14 previously sent a mailer to?

15 A. I'm sorry, repeat the question.

16 Q. Yeah.

17 Does American Protection ever place
18 telemarketing calls to consumers that it hasn't
19 previously sent a mailer to?

20 A. We only contact prospects that have
21 requested information about those services. I
22 don't know if -- if you define that as
23 telemarketing or not, but that's the only -- we
24 have no interest in just contacting folks that
25 have no interest in our products.

1 are you able to figure out the source of that
2 contact information, where it came from?

3 A. In some cases I could, and in some cases
4 I can't.

5 Q. Okay. What about in the plaintiff's
6 situation?

7 A. What about it?

8 Q. You previously said that
9 American Protection sent a mailing to her; is that
10 correct?

11 A. Yes.

12 Q. Do you know where it got her contact
13 information prior to sending that mailing?

14 A. I do not, no.

15 Q. Did you search for that information?

16 A. Yes.

17 Q. What repositories were searched?

18 A. Our CRM.

19 Q. CRM.

20 Does SunPath ever provide leads to
21 American Protection?

22 A. No.

23 Q. All right. I will pull up my next
24 exhibit.

25 (Exhibit No. 7 was marked for

1 record?

2 THE COURT REPORTER: Back on the record, sir.

3 Thank you.

4 MR. SMITH: All right.

5 BY MR. SMITH:

6 Q. I'm going to re-ask that question, Kobi.

7 Does American Protection have any records of
8 the actual inbound or outbound calls to Plaintiff?

9 A. No.

10 Q. Okay. Does American Protection have any other
11 documents in its possession related to Plaintiff that
12 have not been produced?

13 A. No.

14 Q. Does American Protection have any record of
15 Plaintiff providing any prior express written consent?

16 A. I'm sorry. What -- what was the question
17 again?

18 Q. Yeah. Does American Protection have any record
19 of Plaintiff providing any prior express written
20 consent?

21 MR. CAFFAS: I'm going to object to the
22 vagueness of that question. Prior express written
23 consent, to what?

24 MR. TANDY: I will join.

25 BY MR. SMITH:

1 Q. You can answer.

2 A. No.

3 Q. Does American Protection have any policies or
4 procedures to ensure compliance with the Virginia
5 Telephone Privacy (sic) Act?

6 A. Everything has been provided to you.

7 Q. Okay. Other than the documents that have been
8 provided, does American Protection have any policies or
9 procedures to ensure compliance with the Virginia
10 Telephone Privacy Act?

11 A. No.

12 Q. Okay. And does American Protection have any
13 specific policies or procedures that relate to
14 compliance with the Virginia Telephone Privacy Act?

15 A. No.

16 Q. Prior to this lawsuit, did you have -- were you
17 aware of the Virginia Telephone Privacy Act?

18 A. No.

19 Q. Okay. I want to go through calls to Plaintiff
20 briefly and ask you questions about them.

21 So Plaintiff alleges, on May 26th, 2020, that
22 she received two calls, and the caller ID was a
23 410-844-6327.

24 Do you know if American Protection has ever
25 utilized that number to place calls?

1 (Deposition Exhibit 16 was marked.)

2 BY MR. SMITH:

3 Q. All right, Kobi. I'm showing you what's been
4 marked as Exhibit 16.

5 Do you recognize this document?

6 A. (Witness perused document.) Yes.

7 Q. Okay. And I'll represent this is a document
8 that was produced by Plaintiff in this litigation, and
9 it's been marked as SMITH000025 through 26.

10 Can you tell me what it is?

11 A. It seems to be an e-mail quote re- -- that was
12 requested by the plaintiff.

13 Q. This e-mail was sent on May 28th, 2020, at
14 6:03 p.m.; is that correct?

15 A. I don't know. I -- I don't know if that's
16 correct or not.

17 Q. Okay. That's what the exhibit states, though,
18 right?

19 A. That's what it -- yes.

20 Q. Okay. It was sent to Ruth Smith, and it's --
21 I guess, it was sent by Samantha Jaeger; is
22 that correct?

23 MR. TANDY: Objection.

24 MR. CAFFAS: Yeah. Objection. It calls for
25 speculation.

1 THE WITNESS: It looks like the e-mail address
2 is of Samantha Jaeger.

3 BY MR. SMITH:

4 Q. Okay. This e-mail also begins -- or --
5 sorry -- strike that.

6 This e-mail begins with, "Thank you for taking
7 the time to discuss your vehicle protection needs."

8 Do you see that?

9 A. Yes.

10 Q. Fair to say this e-mail would have followed a
11 phone call?

12 A. Yes.

13 Q. Okay. Do you know why this document wasn't
14 also produced by American Protection?

15 A. No, I do not. I believe -- I'm not sure if
16 this is an attachment or what exactly is the format this
17 came in.

18 Q. Okay. But you don't know why it was -- wasn't
19 produced?

20 A. No, I do not.

21 MR. TANDY: Objection.

22 (Deposition Exhibit 17 was marked.)

23 BY MR. SMITH:

24 Q. Okay. I'm showing you what's been marked as
25 Exhibit 17.

1 Do you recognize this document?

2 A. (Witness perused document.) Yes, I do.

3 Q. Can you tell me what it is?

4 A. Well, I think this is the link that is
5 generated by Inline when a customer presses the
6 "Buy Now" button on their e-mail.

7 Q. Okay. All right. That's all the questions I
8 had about this one.

9 (Deposition Exhibit 18 was marked.)

10 BY MR. SMITH:

11 Q. Kobi, I'm showing you what's been marked as
12 Exhibit 18.

13 Do you recognize this document?

14 A. Yes.

15 Q. Can you tell me what it is?

16 A. This is a confirmation of an e-mail from
17 Paul Sporn of SunPath, confirming appointment of our
18 company, in terms of the Florida licensing requirement.

19 Q. Okay. And it's dated September 20th, 2021; is
20 that correct?

21 A. Yes.

22 Q. And this is, it looks like, a reappointment; is
23 that correct?

24 A. That's what it says, yes.

25 Q. Okay. Is this a confirmation that SunPath